



Department of Purchasing

**REQUEST FOR PROPOSAL
05RFP36321YA**

**PHARMACEUTICAL SERVICES
FOR
MENTAL HEALTH, DEVELOPMENT DISABILITIES
AND
ADDICTIVE DISEASES**

**DUE DATE AND TIME
THURSDAY FEBRUARY 17, 2005 @ 11:00 A.M. LOCAL TIME**

**LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GEORGIA 30303
404-730-4215**

NOTE TO VENDOR:

PLEASE RESPOND TO THE ATTACHED RFP, EVEN IF YOUR COMPANY'S RESPONSE IS A "NO-RESPONSE". COMPLETION OF THIS FORM IS NOT REQUIRED, IT IS OPTIONAL. IT IS THE COUNTY'S INTENT TO ABOLISH ANY AND ALL BARRIERS TO ITS' PROCUREMENT PROCESS WHICH PREVENTS INTERESTED AND QUALIFIED PROPOSERS FROM PARTICIPATING.

SHOULD YOU RESPOND WITH A "NO-RESPONSE", PLEASE EXPLAIN WHY.

EXAMPLES ARE:

(1) OUR COMPANY CANNOT MEET THESE SPECIFICATIONS BECAUSE YOU REQUIRE:

(2) OUR COMPANY CANNOT COMPETITIVELY BID ON THIS PRODUCT OR SERVICE BECAUSE:

(3) OTHER:

YOUR RESPONSE WILL BE GIVEN CAREFUL CONSIDERATION AND INCLUDED IN THE RFP FILE WITH OTHER VENDOR COMMENTS.

A. PROJECT NAME AND IDENTIFICATION NUMBER

Fulton County Department of Purchasing is soliciting proposals for the Mental Health, Developmental Disabilities and Addictive Diseases (MH/DD/AD) Department to provide Pharmaceutical Services from date award through one year later Proposal Number 05RFP004YA.

B. DESCRIPTION OF PROJECT

MH/DD/AD is a governmental unit of Fulton County, a political subdivision of the State of Georgia. MH/DD/AD serves the entire jurisdiction of Fulton County, Georgia (est. pop. 800,000) including metropolitan Atlanta and the surrounding region consisting of urban, suburban and rural areas. Consumers of services annually total approximately 4,500 children, adolescents, adults and families. The current static census is comprised of 3400 adult mentally ill people, 500 Seriously Emotionally Disturbed children & adolescents and their families, 250 developmentally disabled adults and 300 substance abusing adults. It is estimated that as many as 50% of the adult mental health consumers may be current participants in the Georgia Medicaid program. The majority of the remaining adult mental health consumers are indigent or eligible for Georgia Medicaid, but are not presently covered by the program. The department currently has approximately 250 employees including clinical, support, and administrative personnel. Services to consumers are provided at eight (8) staffed locations and three (3) public schools throughout Fulton County.

Through this proposal, MH/DD/AD seeks a Provider of pharmaceutical services and/or medications for its indigent outpatient mental health, developmental disability and addictive disease clinic consumers, clients and patients. Medications obtained through the Provider will be limited to those prescribed by licensed physicians delivering treatment in the clinics operated by the department subject to an approved formulary issued by the department.

The Provider's pharmaceutical services and delivery system should be designed to ensure, to the fullest extent possible, medication coverage and delivery to all indigent clients, consumers and patients of the department. Patient ease in obtaining medications in a timely, effective and efficient manner, such as with the use of a voucher system, will be a critical element in the system planned by the successful proposer.

MINIMUM REQUIREMENTS/THE VENDOR MUST MEET THE FOLLOWING:

C. GENERAL:

1. Ability to provide a fast, convenient and cost effective way to obtain prescribed medications to indigent Fulton County MH/DD/AD clients. Provide this method of service to indigent Fulton County MH/DD/AD with no out-of pocket expense.
2. Immediately register/enroll new consumers through a standard means of communication (e.g. a telephone-interactive voice response) to receive medications prescribed by authorized Fulton County MH/DD/AD physicians.
3. Vendor must have the ability to limit the benefits to Fulton County MH/DD/AD consumers prescribed medications by Fulton County clinic physicians, for certain diagnoses, and to specific types of medications.
4. Vendor must have the ability to respond to exceptions to benefits and parameters through a quick authorization process when a Fulton County MH/DD/AD clinic physician determines it to be an urgent or emergency situation.
5. Vendor must have the ability to limit the period for which an individual's medication authorization is valid (30, 60, 90 days etc.) and for a specific number of days supplies of medications for the patient.
6. Vendor must have the ability to provide a method to require prior authorization in cases where the patient is no longer authorized to obtain medications through Fulton County MH/DD/AD.
7. Vendor must have ability to provide support 24 hours a day, 7 days a week for the convenience of our clients and MH/DD/AD.
8. All contact numbers for service must be toll free from any of the treatment centers in the Fulton County MH/DD/AD.
9. Vendor must have the ability to provide a unique identifier to Fulton County MH/DD/AD, each of its treatment centers, each physician and each consumer.
10. Vendor must capture medication savings and establish controls from the very first need for medications.
11. Vendor must provide billing invoice monthly for medications dispensed and/or pharmaceutical services rendered to Fulton County MH/DD/AD consumers.
12. Vendor must have the ability to provide a multilingual help desk.
13. Vendor must be licensed in the State of Georgia prior to the award of the contract.

D. REQUIRED INFORMATION/CRITERIA TO BE SUBMITTED FOR EVALUATION

Failure to submit any required data item may be cause for rejection. Proposers shall not submit other data than defined herein.

To facilitate the determination process, proposals submitted shall address the following evaluation criteria. It is sufficient to indicate the section/page where the information may be located in the literature provided with the proposal):

1. Technical Information:

Interested vendors must provide certifications to demonstrate that they are qualified to provide Pharmacy Services per the proposal specifications to Fulton County.

- | | |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section I | Related experience and past performance-experience , including those of any subcontractor, in delivering pharmaceutical services and/or providing medications to all indigent outpatient mental health, developmental disability and addictive disease clinic clients, consumers and patients within a public sector, community based, outpatient Medicaid and Medicare regulated environment. Include references and limit to 1 page.
20 Points |
| Section II | Key Personnel Experience-Describe experience of key personnel. Limit to 1 page per personnel.
10 Points |
| Section III | Project Approach-Describe creative way to satisfy requirements. Limit to 3 pages.
25 Points |
| Section IV | Financial Capability-Prove that the company is solvent. Provide two copies of the most recent year-end audited financial statement of the firm by a certified public accountant along with financial references. Limit references to 1 page. 15 Points |
| Section V | Local Preference- that the company is located within Fulton County. 10 Points |

2. Cost Information (Provide three copies of the following information in a separate sealed envelope from the technical proposal):
20 Points

- | | |
|------------|-----------------|
| Section VI | Cost Proposal - |
|------------|-----------------|

Proposed methodology formula: _____

Proposed designated percentage: _____

Proposed dispensing fee (In Words/In dollars) \$ _____

Fixed Price: \$ _____

Total Price: \$ _____

i.e. AWP + Designated percentage + dispensing fee = total price cost

Provide one original and two copies of the sealed Cost Proposal Form included herein along with supporting documentation

Supporting documentation shall include a schedule of billing rates for the term of the contract for calendar year 2005. Provide all billing rates to support all project elements in the scope of services, separated into spending categories. This data shall be provided for the proposer and any sub-provider. Computer usage is to be included in the overhead rate and not as a direct expense item. These rates shall remain in effect for the duration of the project.

E. PHARMACY PROGRAM FEATURES:

1. Vendor must have the ability to first require generic medications with the ability to provide brand name medications as necessary.
2. Vendor must have the ability to customize a formulary as determined by the Fulton County MH/DD/AD.
3. Vendor must have the ability to establish a refill period (# days prior to empty).
4. Vendor must have ability to restrict dispensing to a Fulton County MH/DD/AD treatment center list of authorized physicians.

F. QUALITY MANAGEMENT REPORTS:

1. Vendor must submit quality management reports that provide, (on a quarterly basis) the following information:
 - A). Claims reject list.

- B). The most frequently prescribed 15 drugs in each therapeutic class.
 - C). Prescribed medications purchased by specified period, year-to-date, last year-to-date.
 - D). Prescribed medications by physician.
 - E). Prescribed monthly medications by Fulton County MH/DD/AD.
 - F). Prescribed medications per patient who are receiving services.
 - G). The number of anti-psychotic prescribed medications by therapeutic class.
- 2. Provide harmful drug-to-drug interactions checks when filling medications.
 - 3. Prevent duplicating medications.
 - 4. Prevent unauthorized refills.
 - 5. Provide monthly utilization reports.

G. SPECIAL PROVISIONS

The successful proposer shall perform the service required to accomplish the work plan as stated.

No changes or substitutions shall be permitted in the Proposer's key personnel, including subcontractors as set forth herein without the prior written approval of the Director of MH/DD/AD.

The proposer shall employ in responsible charge of supervision and design of work, only persons duly registered in the appropriate category.

No vendor, person, proposer or entity including any successors in title, assigns, representatives, subcontractors, or affiliates, who participated in the creation of the specifications and/or scope of work for Request for Proposal No. 05RFP36321YA, shall propose on any work stemming there from or assist in the creation of any Proposal documents submitted in response to 05RFP004YA, whether

individually or as joint venture with any Proposer, person, vendor or entity which did not participate in the creation of the specifications and/or scope of work. Any vendor, person, Proposer or entity that violates this paragraph shall be grounds for Fulton County to terminate any existing Fulton County contract with such vendor, person, Proposer or entity and shall be grounds for Fulton County to reject any such proposal or response.

H. INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS: Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia and acceptable to Fulton County. Insurance coverage must be current from time of award through the period of final acceptance from Fulton County. The following requirements shall apply.

- A. Policies and/or certificates certifying policies are to contain an agreement that the policies will not be changed and/or canceled without a ten (10) day prior notice to Fulton County, as evidenced by return receipts of registered or certified letters.
- B. Each respondent shall submit with the bid/proposal evidence of insurability as indicated below. The insurance shall be for the contract period.
- C. Respondent must maintain, at their expense, insurance in at least the following amounts and types.
- D. The contractor shall insure that the Request for Bid/Proposal number and Project Description appears on the Certificate of Insurance.
- E. The Certificate of Insurance shall identify the Certificate Holder as:

Fulton County Government – Purchasing Department
130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

1. WORKERS COMPENSATION – STATUTORY (In compliance with the Georgia Workers Compensation Act)

EMPLOYER'S LIABILITY	BY ACCIDENT - EACH ACCIDENT -	\$500,000.
INSURANCE	BY DISEASE - POLICY LIMIT -	\$500,000.
(Aggregate)	BY DISEASE - EACH EMPLOYEE -	\$500,000.

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability Each Occurrence - \$1,000,000.
(Other than Products/Completed Operations) General Aggregate -\$2,000,000.

Products\Completed Operation	Aggregate Limit	-	\$1,000,000.
Personal and Advertising Injury	Limits	-	\$1,000,000.
Fire Damage	Limits	-	\$ 100,000.

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits Each Occurrence - \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).

4. ELECTRONIC DATA PROCESSING LIABILITY

(Required if computer contractor) Limits - \$1,000,000

5. UMBRELLA LIABILITY

(In excess of above noted coverage's) Each Occurrence - \$3,000,000

6. PROFESSIONAL LIABILITY Each Occurrence - \$5,000,000

(Required if respondent providing quotation for professional services).

7. FIDELITY BOND

(Employee Dishonesty) Each Occurrence - \$ 100,000

Insurance in no way Limits the Liability of the Respondent.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The successful contractor will agree to indemnify, save harmless and defend the County, its agents, servants, and employees from all lawsuits, claims, demands, liabilities, losses and expenses for or on account of any injury or loss in connection with the work performed under this contractor: Provided, however the contractor shall not be liable for any damages resulting from the sole negligent or intentional acts or omission of the County and its employees, agents or representatives.

I. TIME OF PERFORMANCE

Provider shall not proceed to furnish such services and the County shall not become obligated to pay for same until a contract for the provision of services has been presented to and awarded by the Fulton County Board of Commissioners.

J. CONTRACT TERM

Any award made as a result of this proposal will be from date of award and continuing through twelve (12) consecutive months from the date of award. Fulton County reserves the right of an option of one (1) additional twelve (12) month renewal period, subject to the availability of departmental appropriated funding and contractor compliance with county rules and policies. Option year price adjustment shall not exceed the Consumer Price Index (CPI) as published by the Bureau of Labor with particular reference to the average shown on such index for "all the Atlanta Metropolitan area."

K. PROPOSAL DUE

Proposals will be received in the Department of Purchasing, Fulton County Public Safety Building, Suite 1168, 130 Pryor Street, S.W., Atlanta, Georgia 30303, until 11:00 A.M., local time on Thursday February 17, 2005.

L. DELIVERY REQUIREMENTS

Any Proposals received after the above-stated time and date will not be considered. It shall be the sole responsibility of the Provider to have his/her response delivered to the Fulton County Department of Purchasing for receipt on or before the above stated time and date. If a Proposal is sent by U.S. Mail, the Provider shall be responsible for its timely delivery to the Purchasing Department. Proposals delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at Provider's request and expense.

M. CLARIFICATION AND ADDENDA

In the event additional information is required, contact Alonzo Arnold in the Fulton County Purchasing Department: 404-730-4215. Inquiries must be submitted in writing to Alonzo Arnold's attention at the Department of Purchasing at fax number 404-893-1724 or by e-mail address to alonzo.arnold@co.fulton.ga.us.

The County will recognize only communications that are in writing. The County shall not be responsible for interpretations given by any County employee, representative or others. The issuance of an addendum by the Purchasing Department is the only official method whereby interpretation, clarification or additional information can be given.

If any addenda are issued to this proposal, the County will attempt to notify all prospective providers who have secured same; however, it shall be the responsibility of each provider, prior to submitting the proposal, to contact the Fulton County Purchasing Department at the above number to determine if addenda were issued and to make such addenda a part of the Proposal.

N. SEALED AND MARKED

One signed original and six (6) copies of the sealed Proposal shall be furnished. Three copies of the cost proposal shall be sealed and submitted in a separate package from the rest of the proposal. Each envelope/package shall be clearly marked on the outside: "Sealed Proposal for Number 05RFP004YA Fulton County Department of Mental Health/Developmental Disabilities/Addictive Diseases Pharmaceutical Services", and addressed to:

Fulton County Department of Purchasing
Public Safety Building
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

Proposals shall be publicly received and the names of the responding Providers disclosed at the above-stated date and time. Prospective Providers are encouraged to register their firms on Fulton County's official vendor's list. Registration can be obtained from the Fulton County Department of Purchasing at (404) 730-5800.

O. LEGAL NAME

Proposals shall clearly indicate the legal name, address, and telephone number of Provider (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted Proposal.

P. PROPOSAL EXPENSES

All expenses for generating Proposals to the County shall be borne by the Proposer.

Q. IRREVOCABLE PROPOSAL

Any proposal may be withdrawn up until the date and time set above for receipt of the Proposals. Any Proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days to furnish Fulton County with the services set forth in the attached scope of work until a Proposal has been duly submitted and accepted by the Fulton County Board of Commissioners.

Board action will normally be taken within ninety (90) days of the receipt of Proposal; however, no guarantee or representation is made herein as to the time between receipt of proposals and subsequent Board action.

R. RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all Proposals, to waive irregularities and technicalities, and to request re-submission. Any sole response that is received on the submission date may or may not be rejected by the County depending on available competition and timely needs of the County. There is no obligation on the part of the County to award the contract to the lowest Proposer and the County reserves the right to award the contract to the lowest responsible and responsive Proposer with a resulting agreement which is most advantageous and in the best interest of the County. The County shall be the sole judge of the Proposals and the resulting agreement that is in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any respondent to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the respondent. Such information may include, but shall not be limited to, current financial statements by an independent CPA; verification of availability of personnel; and past performance records.

S. CONTRACT DOCUMENT

The Agreement or contract resulting from the acceptance of a proposal shall be the contract agreement document in a form acceptable to Fulton County and approved by the County Attorney. The contract contained herein may be modified by the County Attorney as necessary.

1. Required Affidavits and/or Forms: Proposer shall provide the following as appropriate:
2. Receipt of Addenda (If Applicable)
 - Certificate of Acceptance of Proposal Requirements
 - Non-Collusion Affidavit of Proposer
 - Non-Collusion Affidavit of sub-Proposer
 - Joint Venture Disclosure Requirement Form
 - Statement of Non-Discrimination and Employment Report

Required: Contract Compliance Forms

- Equal Business Opportunity Plan
- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization

- Exhibit D – Letter of Intent to Perform as a Subcontractor
- Exhibit E – Declaration Regarding Subcontracting Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Exhibit G – Prime Contractor/Sub-Contractor Utilization Report

Discussions may be made by the selection committee members with responsible offerors who submit proposals determined by the purchasing agent, and upon written recommendation of MH/DD/AD, to be reasonably susceptible of being selected for award; such discussions shall be for the purpose of clarification to assure full understanding of the responsiveness to the solicitation requirements. Proposers who make offers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals; and such revisions may be permitted after submission and prior to award for the purpose of obtaining the best and final offers; provided that the County may reject all proposals if it shall deem it for the best interest of the County so to do. Proposers are not to initiate discussions unless and when so notified by the Purchasing Department during the evaluation and selection process. The County may hold interviews with proposers on this project.

SERVICE REQUIREMENTS:

Fulton County MH / DD / AD will, through the successful proposer, provide pharmaceutical services and/or medications to its indigent outpatient mental health, developmental disability and addictive disease clinic consumers, clients and patients. Medications will be limited to those prescribed by licensed physicians delivering treatment in the clinics operated by the department subject to an approved formulary issued by the department.

The pharmaceutical services are to be designed to ensure, to the fullest extent possible, medication coverage and delivery to all indigent clients, consumers and patients of the department. Patient ease in obtaining medications in a timely, effective and efficient manner, such as with the use of a voucher system, will be a critical element in the system planned by the successful proposer.

PAYMENT TERMS

The successful vendor will be reimbursed by Fulton County for filling authorized identified indigent consumer's prescriptions up to the amount budgeted annually by submitting a billing invoice every month, while maintaining a fair market value for such medications. The fair market value will be based on a methodology formula such as one consistent with the Georgia Worker's Compensation Program, which is reimbursed at the average wholesale price (AWP) plus a designated percentage and dispensing fee. The contracting authority reserves the right to deploy the services for minimum pharmacy requirements for outsourcing services in accordance with a flexible schedule and locations of its own choosing.

INVOICES

Invoices submitted against the Purchase Order must include the purchase order number, complete itemized description of the charges during that respective invoice period.

Invoices shall be submitted no more frequently than monthly to the County. Each application for payment shall be supported by such data substantiating the Vendor's right to payment as the County may require.

Invoices will be returned unpaid to the vendor when one of the following conditions exists:

- A. Invoices containing charges for items not referenced in the original price schedule (i.e., handling fees, taxes, restocking fees etc.)
- B. Invoices do not contain all the required information (i.e. purchase order number, itemized description of the charges, etc.
- C. The pricing on the invoice does not correspond to the proposal pricing.

Vendors shall submit invoices to the following address:

Attention: Contracting Officer
Fulton County Department of MH / DD / AD
115 Martin Luther King Jr., Drive, S.W. Suite 277
Atlanta, GA 30303

NON-COLLUSION AFFIDAVIT OF PROPOSER
(FC Sec 2-320, (11))

State of _____)

)ss.

County of _____)

_____, being first duly sworn, deposes and says that:

(1) He is _____

(owner, partner officer, representative, or agent) of_____ the Proposer that has submitted the Proposal;

- (2) He is fully informed respecting the preparation and contents of the proposal and of all pertinent circumstances respecting such proposal;
- (3) Such Proposal is genuine and is not a collusive of sham proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, _____ representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the proposal has been submitted or refrain from submitting a proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the Proposal or of any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Fulton County or any person interested in the proposed Contract; and
- (5) The price or prices in the proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)_____

Title

Subscribed and Sworn to before me this ____ day of _____, 200____.

Title

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR
(FC Sec 2-320, (11))

State of _____) ss.

County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____
(owner, partner officer, representative, or agent)
of _____, hereinafter referred to as the "Subcontractor";
- (2) He is fully informed respecting the preparation and contents of the Proposal submitted by the Subcontractor to _____, the Contractor for certain work connection with the _____ Contractor pertaining to the Project in Fulton County, Georgia.
- (3) Such Subcontractor's Proposal is genuine and is not a collusive of sham Proposal;
- (4) Neither the said Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Proposer, firm or person to fix the price or prices in said Subcontractor's proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Fulton County or any person interested in the proposed Contract; and
- (5) The price or prices in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)_____

Title

Subscribed and Sworn to before me this ____ day of _____ 200____.

Title

My commission expires _____
(Date)

CERTIFICATE OF ACCEPTANCE OF REQUEST FOR PROPOSAL REQUIREMENTS

This is to certify that on this day, proposer acknowledges that he/she has read this proposal document, pages # to # _____ inclusive, including any addenda # _____ to # _____ exhibit(s) # _____ to # _____, attachment(s) # _____ to # _____, and/or appendices # _____ to # _____, in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the proposing company to submit the proposal herein and to legally obligate the proposer thereto.

Company:

Signature:

Name:

Title: _____ Date:

(CORPORATE SEAL)

**PURCHASING DEPARTMENT GENERAL REQUIREMENTS
REQUEST FOR PROPOSAL (RFP) FORM 99-RFP**

THE FOLLOWING INFORMATION PERTAINS TO THE SUBMISSION OF PROPOSAL TO FULTON COUNTY, AND CONTAINS INSTRUCTIONS ON HOW PROPOSALS MUST BE PRESENTED IN ORDER TO BE CONSIDERED. IF SPECIFIC CONDITIONS OR INSTRUCTIONS IN THE TEXT OF THE RFP CONFLICT WITH THE GENERAL REQUIREMENTS AS LISTED HERE, THOSE CONDITIONS OR INSTRUCTIONS IN THE RFP SHALL PREVAIL.

1. PROPOSALS SUBMITTED IN RESPONSE TO THE ATTACHED REQUEST FOR PROPOSAL (RFP) MUST BE FORMATTED AS SPECIFIED IN THE RFP. ADDITIONAL SHEETS, LITERATURE, ETC. SHOULD BE CLEARLY IDENTIFIED.
2. THE ORIGINAL AND THE REQUIRED NUMBER OF COPIES OF THE PROPOSAL MUST BE RETURNED TO:
FULTON COUNTY PURCHASING AGENT
FULTON COUNTY PURCHASING DEPARTMENT
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA. 30303
3. THE ENVELOPE IN WHICH THE PROPOSAL IS SUBMITTED MUST BE SEALED AND CLEARLY LABELED WITH THE RFP NAME AND NUMBER, DUE DATE AND TIME, AND THE NAME OF THE COMPANY OR INDIVIDUAL SUBMITTING THE PROPOSAL. PROPOSALS MUST BE RECEIVED BY THE OPENING DATE AND TIME SHOWN ON THIS RFP IN ORDER TO BE CONSIDERED. THE PURCHASING AGENT RESERVES THE RIGHT TO OPEN ANY PROPOSAL WHICH IS NOT MARKED AS SPECIFIED.
4. PROPOSALS RECEIVED AFTER THE TIME AND DATE SPECIFIED MAY NOT BE OPENED OR CONSIDERED.
5. BY SUBMITTING A SIGNED PROPOSAL, RESPONDENT AGREES TO ACCEPT AN AWARD MADE AS A RESULT OF THE SUBMISSION OF THE PRICES AND TERMS CONTAINED IN THAT PROPOSAL. PRICES PROPOSED MUST BE AUDITED BY THE RESPONDENT TO INSURE CORRECTNESS BEFORE PROPOSAL IS SUBMITTED. PERSON SIGNING THE PROPOSAL IS RESPONSIBLE FOR THE ACCURACY OF INFORMATION IN IT. THE RESPONDENT UNDERSTANDS AND AGREES THAT THE PROPOSAL, SPECIFICATIONS, PROVISIONS, AND THE TERMS AND CONDITIONS OF THE RFP BECOME A VALID CONTRACT BETWEEN FULTON COUNTY AND THE RESPONDENT UPON NOTICE OF AWARD OF CONTRACT IN WRITING AND/OR ISSUANCE OF A PURCHASE ORDER.
6. ANY CONTRACT AWARDED AS A RESULT OF THIS PROPOSAL SHALL COMPLY FULLY WITH ALL LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS.
7. THE COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

8. ABSOLUTELY NO FAX PROPOSALS OR REPRODUCTION PROPOSALS WILL BE ACCEPTED, EXCEPT THAT IF MULTIPLE COPIES OF THE PROPOSAL ARE REQUIRED, PHOTO-COPIES OF THE ORIGINAL MAY BE SUBMITTED AS THE EXTRA COPIES, PROVIDED THAT THEY ARE CLEARLY MARKED AS SUCH.
9. TYPE OR NEATLY PRINT COMPANY NAME, AS WELL AS THE FULL LEGAL NAME AND TITLE OF THE PERSON SIGNING THE PROPOSAL, IN ALL APPROPRIATE PLACES. THE RESPONDENT'S SIGNATURE MUST BE EXECUTED BY A PRINCIPAL OF THE COMPANY DULY AUTHORIZED TO MAKE CONTRACTS AND BIND THE COMPANY TO ALL TERMS BEING PROPOSED.
10. PROPOSALS MAY BE WITHDRAWN UPON RECEIPT OF A WRITTEN REQUEST PRIOR TO THE STATED DUE DATE AND TIME. IF A FIRM SEEKS TO WITHDRAW A PROPOSAL AFTER THE DUE DATE AND TIME, THE FIRM MUST PRESENT A NOTARIZED STATEMENT INDICATING THAT AN ERROR WAS MADE, WITH AN EXPLANATION OF HOW IT OCCURRED. THE WITHDRAWAL REQUEST MUST BE ACCOMPANIED BY DOCUMENTATION SUPPORTING THE CLAIM. PRIOR TO APPROVING OR DISAPPROVING THE REQUEST, AN OPINION WILL BE OBTAINED FROM FULTON COUNTY'S LEGAL COUNSEL INDICATING WHETHER THE FIRM IS BOUND BY ITS PROPOSAL.
11. SHOW INFORMATION AND PRICES IN THE FORMAT REQUESTED. PRICES ARE TO BE QUOTED F.O.B. DESTINATION, AND MUST INCLUDE ALL COSTS CHARGEABLE TO THE CONTRACTOR IN EXECUTING THE CONTRACT, INCLUDING TAXES. UNLESS OTHERWISE PROVIDED IN THE CONTRACT, FULTON COUNTY SHALL HAVE NO LIABILITY FOR ANY COST NOT INCLUDED IN THE PRICE. THE CONTRACTOR SHALL PROVIDE FULTON COUNTY THE BENEFIT THROUGH A REDUCTION IN PRICE OF ANY DECREASE IN THE CONTRACTOR'S COSTS BY REASON OF ANY TAX EXEMPTION BASED UPON FULTON COUNTY'S STATUS AS A TAX-EXEMPT ENTITY.
12. PROPOSE ALL ITEMS AS SPECIFIED OR INDICATE UNDER EACH ITEM WHAT ALTERNATIVE IS BEING PROPOSED AND WHY IT SHOULD BE CONSIDERED IN LIEU OF THE ORIGINAL SPECIFICATION. FAILURE TO INDICATE ANY EXCEPTIONS SHALL BE INTERPRETED AS THE RESPONDENT'S INTENT TO FULLY COMPLY WITH THE SPECIFICATIONS AS WRITTEN. CONDITIONAL OR QUALIFIED PROPOSALS - EXCEPT AS SPECIFICALLY ALLOWED IN THE SPECIFICATIONS - ARE SUBJECT TO REJECTION IN WHOLE OR IN PART.

13. FULTON COUNTY SHALL BE THE SOLE JUDGE OF THE QUALITY AND THE APPLICABILITY OF ALL PROPOSALS. DESIGN, FEATURES, OVERALL QUALITY, LOCAL FACILITIES, TERMS, AND OTHER PERTINENT CONSIDERATIONS WILL BE TAKEN INTO ACCOUNT IN DETERMINING ACCEPTABILITY.
14. THE SUCCESSFUL VENDOR MUST ASSUME FULL RESPONSIBILITY FOR DELIVERY OF ALL GOODS AND SERVICES PROPOSED AND AGREE TO RELIEVE FULTON COUNTY OF ALL RESPONSIBILITY AND COSTS FOR PROSECUTING CLAIMS.
15. THE SUCCESSFUL VENDOR MUST ASSUME FULL RESPONSIBILITY FOR RE-PLACEMENT OF ALL DEFECTIVE OR DAMAGED GOODS AND/OR PERFORMANCE OF CONTRACTED SERVICES WITHIN THIRTY (30) DAYS NOTICE BY THE COUNTY OF SUCH DEFECT, DAMAGE, OR DEFICIENCY.
16. THE SUCCESSFUL VENDOR MUST ASSUME FULL RESPONSIBILITY FOR PROVIDING WARRANTY SERVICE ON ANY AND ALL GOODS, MATERIALS, OR EQUIPMENT PROVIDED TO THE COUNTY WITH WARRANTY COVERAGE. SHOULD A VENDOR BE OTHER THAN THE MANUFACTURER, THE VENDOR AND NOT THE COUNTY IS RESPONSIBLE FOR CONTACTING THE MANUFACTURER. THE VENDOR IS SOLELY RESPONSIBLE FOR ARRANGING FOR THE SERVICE TO BE PERFORMED.
17. THE SUCCESSFUL VENDOR SHALL BE RESPONSIBLE FOR THE PROPER TRAINING AND CERTIFICATION OF PERSONNEL USED IN THE PERFORMANCE OF THE SERVICES PROPOSED.
18. THE SUCCESSFUL VENDOR SHALL NOT ASSIGN, TRANSFER, CONVEY, SUBLET, OR OTHERWISE DISPOSE OF ANY CONTRACT RESULTING FROM THE RFP OR OF ANY OR ALL OF ITS RIGHTS, TITLE, OR INTEREST THEREIN WITHOUT PRIOR WRITTEN CONSENT OF THE FULTON COUNTY BOARD OF COMMISSIONERS.
19. PROPOSALS MUST CONTAIN REFERENCES WHICH REFLECT SUCCESSFUL COMPLETION OF CONTRACTS FOR THE TYPES OF GOODS, MATERIALS, EQUIPMENT, OR SERVICES FOR WHICH THE VENDOR IS SUBMITTING A PROPOSAL TO THE COUNTY. IN INSTANCES WHERE THAT DOES NOT APPLY, THE PROPOSAL MUST CONTAIN A STATEMENT AND SUPPORTING DOCUMENTATION DEMONSTRATING SUCH EXPERTISE, KNOWLEDGE, OR EXPERIENCE TO ESTABLISH THE VENDOR SUBMITTING THE PROPOSAL AS CAPABLE OF MEETING THE DEMANDS OF THE PROPOSAL SHOULD AN AWARD BE MADE TO THEM.

20. VENDORS SUBMITTING PROPOSALS MAY BE REQUIRED TO FURNISH EVIDENCE THAT THEY MAINTAIN PERMANENT PLACES OF BUSINESS OF A TYPE AND NATURE COMPATIBLE WITH THEIR PROPOSAL, AND ARE IN ALL RESPECTS COMPETENT AND ELIGIBLE VENDORS, ABLE TO FULFILL THE TERMS OF THE SPECIFICATIONS. FULTON COUNTY MAY MAKE SUCH INVESTIGATIONS AS IT DEEMS NECESSARY TO DETERMINE THE ABILITY OF THE RESPONDENT TO PERFORM SUCH WORK, AND RESERVES THE RIGHT TO REJECT ANY PROPOSAL IF EVIDENCE FAILS TO INDICATE THAT THE PROPOSED VENDOR IS QUALIFIED TO CARRY OUT THE OBLIGATION OF THE CONTRACT AND TO COMPLETE THE WORK SATISFACTORILY.
21. BY SUBMITTING A SIGNED PROPOSAL, RESPONDENT CERTIFIES THAT THERE HAS BEEN NO COLLUSION WITH ANY OTHER RESPONDENT. REASONABLE GROUNDS FOR BELIEVING RESPONDENT HAS AN INTEREST IN MORE THAN ONE PROPOSAL WILL RESULT IN REJECTION OF ALL PROPOSALS IN WHICH THE RESPONDENT HAS AN INTEREST. ANY PARTY TO COLLUSION MAY NOT BE CONSIDERED IN FUTURE PROPOSALS FOR THE SAME OR SIMILAR WORK.
22. UPON NOTICE OF SELECTION, THE VENDOR SUBMITTING THE PROPOSAL IS OBLIGATED TO PERFORM. SHOULD A SUCCESSFUL VENDOR REFUSE TO ENTER INTO A CONTRACT SUBSEQUENT TO AN AWARD, A PENALTY MAY BE ASSESSED AND/OR THE VENDOR MAY BE FOUND TO BE "NOT RESPONSIBLE" IN THE FUTURE.
23. IN CASE OF DEFAULT BY THE SUCCESSFUL VENDOR, FULTON COUNTY MAY PROCURE THE ARTICLES OR SERVICES FROM ANOTHER SOURCE AND HOLD THE SUCCESSFUL VENDOR RESPONSIBLE FOR ANY RESULTANT EXCESS COST.
24. SUCCESSFUL VENDORS CONTRACT DIRECTLY WITH THE COUNTY AND ARE THE PARTY OR PARTIES OBLIGATED TO PERFORM. CONTRACTS MAY NOT BE ASSIGNED AND ANY FAILURE TO PERFORM THE CONTRACT IN ACCORDANCE WITH THE SPECIFICATIONS WILL CONSTITUTE A BREACH OF CONTRACT AND MAY RESULT IN A VENDOR BEING FOUND TO BE "NOT RESPONSIBLE" IN THE FUTURE.

25. INVOICE(S) MUST LIST EACH ITEM SEPARATELY AND MUST SHOW FULTON COUNTY'S PURCHASE ORDER NUMBER AS WELL AS THE PROPER DEPARTMENT AND ADDRESS TO WHOM THE SERVICE OR PRODUCT WAS PROVIDED.
26. FULTON COUNTY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS, OR ANY PART THEREOF, AND TO WAIVE ANY TECHNICALITIES. FULTON COUNTY RESERVES THE RIGHT TO AWARD A CONTRACT BASED ON THIS REQUEST FOR PROPOSAL AND THE PROPOSAL(S) RECEIVED - IN WHOLE OR IN PART - TO ONE OR SEVERAL VENDORS.
27. AWARDS WILL NOT NECESSARILY BE BASED ON COST ALONE. OTHER FACTORS, AS DETAILED IN THE RFP, WILL BE CONSIDERED IN DETERMINING WHAT PROPOSAL WILL BE DEEMED TO BEST MEET THE NEEDS OF FULTON COUNTY.
28. IF YOU DO NOT WISH TO FURNISH A PROPOSAL AT THIS TIME, PLEASE RETURN A COPY OF THE RFP AND STATE ON IT AND ON THE OUTSIDE OF THE ENVELOPE THAT YOU ARE SUBMITTING A "NO RESPONSE". STATE IN THE RESPONSE WHETHER YOUR COMPANY WISHES TO REMAIN ON FULTON COUNTY'S VENDOR LIST.
29. ALL PROPOSALS AND BIDS SUBMITTED TO FULTON COUNTY ARE SUBJECT TO THE GEORGIA "OPEN RECORDS ACT", O.C.G.A. §50-18-70 ET SEQ.
30. ALL PROPOSALS AND BIDS SUBMITTED TO FULTON COUNTY INVOLVING UTILITY CONTRACTING ARE SUBJECT TO THE GEORGIA LAW GOVERNING LICENSING OF UTILITY CONTRACTORS AND RFP CLOSING PROCEDURES, O.C.G.A. 43-14-8.2 (H).
31. PRIOR TO BEGINNING ANY WORK, SUCCESSFUL CONTRACTOR WILL FURNISH TO FULTON COUNTY (FOR THE CONTRACTING FIRM AND FOR ANY SUBCONTRACTORS) A CERTIFICATE FROM AN INSURANCE COMPANY SHOWING ISSUANCE OF WORKERS' COMPENSATION COVERAGE FOR THE STATE OF GEORGIA OR A CERTIFICATE FROM THE GEORGIA WORKERS' COMPENSATION BOARD SHOWING PROOF OF ABILITY TO PAY COMPENSATION DIRECTLY.

32. NO PERSON, FIRM, OR BUSINESS ENTITY, HOWEVER SITUATED OR COMPOSED, OBTAINING A COPY OF OR RESPONDING TO THIS SOLICITATION, SHALL INITIATE OR CONTINUE ANY VERBAL OR WRITTEN COMMUNICATION REGARDING THIS SOLICITATION WITH ANY COUNTY OFFICER, ELECTED OFFICIAL, EMPLOYEE, OR DESIGNATED COUNTY REPRESENTATIVE, BETWEEN THE DATE OF THE ISSUANCE OF THIS SOLICITATION AND THE DATE OF THE COUNTY MANAGER'S RECOMMENDATION TO THE BOARD OF COMMISSIONERS FOR AWARD OF THE SUBJECT CONTRACT, EXCEPT AS MAY OTHERWISE BE SPECIFICALLY AUTHORIZED AND PERMITTED BY THE TERMS AND CONDITIONS OF THIS SOLICITATION.
33. ALL VERBAL AND WRITTEN COMMUNICATIONS INITIATED BY SUCH PERSON, FIRM, OR ENTITY REGARDING THIS SOLICITATION, IF SAME ARE AUTHORIZED AND PERMITTED BY THE TERMS AND CONDITIONS OF THIS SOLICITATION, SHALL BE DIRECTED TO THE PURCHASING AGENT.
34. ANY VIOLATION OF THIS PROHIBITION OF THE INITIATION OR CONTINUATION OF VERBAL OR WRITTEN COMMUNICATIONS WITH COUNTY OFFICERS, ELECTED OFFICIALS, EMPLOYEES, OR DESIGNATED COUNTY REPRESENTATIVES SHALL RESULT IN A WRITTEN FINDING BY THE PURCHASING AGENT THAT THE SUBMITTED BID OR PROPOSAL OF THE PERSON, FIRM, OR ENTITY IN VIOLATION IS NOT RESPONSIVE, AND SAME SHALL NOT THEREAFTER BE CONSIDERED FOR AWARD.
35. ANY OFFEROR INTENDING TO RESPOND TO THIS SOLICITATION AS A JOINT VENTURE MUST SUBMIT AN EXECUTED JOINT VENTURE AGREEMENT WITH THIS OFFER. THIS AGREEMENT MUST DESIGNATE THOSE PERSONS OR ENTITIES AUTHORIZED TO EXECUTE DOCUMENTS OR OTHERWISE BIND THE JOINT VENTURE IN ALL TRANSACTIONS WITH FULTON COUNTY, OR BE ACCOMPANIED BY A DOCUMENT, BINDING UPON THE JOINT VENTURE AND ITS CONSISTENT MEMBERS, MAKING SUCH DESIGNATION. OFFERS FROM JOINT VENTURES THAT DO NOT INCLUDE THESE DOCUMENTS WILL BE REJECTED AS BEING NON-RESPONSIVE.

CERTIFICATION REGARDING DEBARMENT

- (1) THE BIDDER CERTIFIES, BY SUBMISSION OF THIS BID OR PROPOSAL THAT NEITHER IT OR ITS SUBCONTRACTORS IS PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THE TRANSACTION BY THE FULTON COUNTY GOVERNMENT.
- (2) WHERE THE VENDOR IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH VENDOR OR SUBCONTRACTOR SHALL ATTACH AN EXPLANATION TO THIS BID OR PROPOSAL.

SIGNATURE

DATE

INSTRUCTIONS FOR CERTIFICATION

- (1) BY SIGNING AND SUBMITTING THIS PROPOSAL, THE BIDDER IS PROVIDING THE CERTIFICATION SET OUT BELOW.
- (2) THE CERTIFICATION IN THIS CLAUSE IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WILL BE HEREIN PLACED IN AWARDED A CONTRACT. IF IT IS LATER DETERMINED THAT THE PROSPECTIVE VENDOR KNOWINGLY RENDERED AN ERRONEOUS CERTIFICATION, IN ADDITION TO OTHER REMEDIES AVAILABLE TO FULTON COUNTY, THE DEPARTMENT WITH WHICH THE TRANSACTION ORIGINATED MAY PURSUE AVAILABLE REMEDIES, INCLUDING SUSPENSION AND/OR DEBARMENT, FOR WITHDRAWAL OF AWARD OR TERMINATION OF A CONTRACT.
- (3) THE BIDDER SHALL PROVIDE IMMEDIATE WRITTEN NOTICE TO THE PURCHASING AGENT TO WHOM THIS BID/PROPOSAL IS SUBMITTED IF AT ANYTIME THE BIDDER LEARNS THAT ITS CERTIFICATION WAS ERRONEOUS WHEN SUBMITTED OR HAS BECOME ERRONEOUS BY REASON OF CHANGED CIRCUMSTANCES.

(FC CODE SEC. 2-322. DEBARMENT). **(A) AUTHORITY TO SUSPEND.** AFTER REASONABLE NOTICE TO THE ENTITY INVOLVED AND REASONABLE OPPORTUNITY FOR THAT ENTITY TO BE HEARD, THE PURCHASING AGENT, AFTER CONSULTATION WITH USER DEPARTMENT, THE COUNTY MANAGER AND THE COUNTY ATTORNEY SHALL HAVE THE AUTHORITY TO SUSPEND AN ENTITY FOR CAUSE FROM CONSIDERATION FOR AWARD OF COUNTY CONTRACTS. AS USED IN THIS SECTION, THE TERM ENTITY MEANS ANY BUSINESS ENTITY, INDIVIDUAL, FIRM, CONTRACTOR, SUBCONTRACTOR OR BUSINESS CORPORATION, PARTNERSHIP, LIMITED LIABILITY CORPORATION, OR JOINT VENTURE, HOWEVER DESIGNATED OR STRUCTURED; PROVIDED, FURTHER, THAT ANY SUCH ENTITY SHALL ALSO BE SUBJECT TO SUSPENSION UNDER THIS SECTION IF ANY OF ITS CONSTITUENTS, MEMBERS, SUBCONTRACTORS AT ANY TIER OF SUCH ENTITY'S CONSTITUENTS OR MEMBERS, IS FOUND TO HAVE COMMITTED ANY ACT CONSTITUTING A CAUSE FOR SUSPENSION AND THE ENTITY, OR ANY CONSTITUENT OR MEMBER, KNEW OR SHOULD HAVE KNOWN OF THE COMMISSION OF THE ACT. THE SUSPENSION SHALL BE FOR A PERIOD NOT TO EXCEED THREE YEARS UNLESS CAUSE IS BASED ON A FELONY CONVICTION FOR AN OFFENSE RELATED OR ASSOCIATED WITH FRAUDULENT CONTRACTING OR MISAPPROPRIATION OF FUNDS WHEREIN THE SUSPENSION SHALL NOT EXCEED SEVEN YEARS.

(B) CAUSES FOR SUSPENSION. THE CAUSES FOR SUSPENSION INCLUDE:

- (1) CONVICTION FOR COMMISSION OF A CRIMINAL OFFENSE AS AN INCIDENT TO OBTAIN OR ATTEMPTING TO OBTAIN A PUBLIC OR PRIVATE CONTRACT OR SUB-CONTRACT, OR IN PERFORMANCE OF SUCH CONTRACT OR SUB-CONTRACT;
- (2) CONVICTION OF STATE OR FEDERAL STATUTES OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, RECEIVING STOLEN PROPERTY OR OTHER OFFENSE INDICATING A LACK OF BUSINESS INTEGRITY OR BUSINESS HONESTY WHICH CURRENTLY, SERIOUSLY AND DIRECTLY AFFECTS RESPONSIBILITY AS A COUNTY CONTRACTOR;

(3) CONVICTION OF STATE OR FEDERAL ANTI-TRUST STATUTES ARISING OUT OF THE SOLICITATION AND SUBMISSION OF BIDS AND PROPOSALS;

(4) VIOLATION OF CONTRACT PROVISIONS, AS SET FORTH BELOW, OF A CHARACTER WHICH IS REGARDED BY THE PURCHASING AGENT TO BE SO SERIOUS AS TO JUSTIFY SUSPENSION ACTION;

A. FAILURE TO PERFORM IN ACCORDANCE WITH THE SPECIFICATIONS WITHIN A TIME LIMIT PROVIDED IN A COUNTY CONTRACT;

B. A RECENT RECORD OF FAILURE TO PERFORM OR UNSATISFACTORY PERFORMANCE IN ACCORDANCE WITH THE TERMS OF ONE OR MORE CONTRACTS; PROVIDED, THAT FAILURE TO PERFORM OR UNSATISFACTORY PERFORMANCE CAUSED BY ACTS BEYOND THE CONTROL OF THE CONTRACTOR SHALL NOT BE CONSIDERED TO BE BASIS FOR SUSPENSION;

C. MATERIAL MISREPRESENTATION OF THE COMPOSITION OF THE OWNERSHIP OR WORKFORCE OR BUSINESS ENTITY CERTIFIED TO THE COUNTY AS A MINORITY BUSINESS ENTERPRISE; OR

D. FALSIFICATION OF ANY DOCUMENTS.

(5) COMMISSION OR SOLICITATION OF ANY ACT THAT WOULD CONSTITUTE A VIOLATION OF THE ETHICAL STANDARDS SET FORTH IN FULTON COUNTY CODE OF ETHICS.

- (6) KNOWING misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the county), as a sub-contractor or a joint venture partner, in performing work under contract with the county.

NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

Policy Statement: It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners that Fulton County Government and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of Fulton County Government that the contracting and procurement practices of Fulton County Government should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors who seek to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with the bid. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with this solicitation. The Plan should be designed to enhance the utilization of racial, gender or ethnic groups.

The Plan **must** identify and include:

1. Potential opportunities within the scope of work of this solicitation that will be afforded to racial, gender or ethnic groups for participation in the solicitation.
2. Efforts that will be identified to encourage and solicit minority and female businesses for opportunities within this solicitation.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document on the Department of Contract Compliance's Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials and previous progress payments received (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until receipt of a payment from Fulton County, the prime contractor shall pay funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen (15) days as provided for by state law.

COMPLIANCE PROCEDURES:

In order to be compliant with the intent and provisions of the Non-Discrimination Ordinance providing for non-discrimination in purchasing and contracting in Fulton County, **bidders must submit the following completed documents.** **Failure to provide this information shall result in the Bid being deemed non-responsive:**

- < Promise of Non-Discrimination (Exhibit A)
- < Employment Report (Exhibit B)
- < Schedule of Intended Subcontractor Utilization (Exhibit C)
- < Letter of Intent to Perform As a Subcontractor or Provide Materials or Services (Exhibit D)
- < Declaration Regarding Subcontractor Practices (Exhibit E), if applicable
- < Joint Venture Disclosure Affidavit (Exhibit F), if applicable
- < **Equal Business Opportunity Plan (EBO Plan)**

The following document **must** be completed as instructed if awarded the bid:

- < Prime Contractor's Subcontractor Utilization Report (Exhibit G)

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/WE (_____),
Name

(_____) _____
Title Firm Name

Hereinafter “Company”), in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting therefrom,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and

debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract;
and

- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE:_____

ADDRESS:_____

TELEPHONE NUMBER:_____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder **must** be identified and submitted with this bid. In addition, if subcontractors will be utilized by the bidder to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIVE INDIAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CACUSIAN AMERICAN		OTHER	
Male/Female	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt/Official												
Professional (Arch., P.E., etc.)												
Supervisors												
Office/Sales Clerical												
Craftsmen												
Laborers												
Others (Specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) _____ Bidder _____ Subcontractor

Date Completed: _____

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid**. All prime bidders **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

PRIME BIDDER: _____

ITB/RFP NUMBER: _____

Project Name or Description of Work/Service(s) _____

1. My firm, as Prime Bidder on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business. (Please indicate below the portion of work, including, percentage of bid amount that your firm will carry out directly):

If the Prime Bidder is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit.

2. Sub-Contractors (Including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, attach copy of recent certification letter.**

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____

_____ PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____ ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____ ADDRESS: _____

PHONE: _____ CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____ WORK TO BE
PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE);
White Female American (WFBE); **If yes, attach copy of recent certification letter.**

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

Total Dollar Value of Small Business Enterprise Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the Owner, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the Owner to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the Owner may have for other defaults under the contract.

Signature/Title:_____

Firm or Corporate Name:_____

Address:_____

_____Telephone: ()_____

Fax Number: ()_____

Email Address:_____

EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractors/suppliers and submitted with the bid. The Prime Contractor **must** submit Letters of Intent for ALL known subcontractors/suppliers at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number _____
Project Name _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount
---------------------	-----------------------------	-------------------------------	----------------------------

_____	_____
(Prime Bidder)	(Subcontractor)
Signature _____	Signature _____
Title _____	Title _____
Date _____	Date _____

EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid.

_____ hereby declares that it is my/our intent to
(Bidder)

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

In making this declaration, the bidder states the following:

1. That the bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a bidder's decision to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: __

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F – JOINT VENURE DISCLOSURE AFFIDAVIT

RFP No._____

Project Name_____

This form must be completed and submitted with the bid if a Joint Venture approach is to be undertaken.

The firms listed below do hereby declare that they have entered into a joint venture agreement pursuant to the above mentioned project. The information requested below is to clearly identify and explain the extent of participation of each firm in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business:_____
Street Address:_____
City/State/Zip:_____

County:_____

Nature of Business:_____

2) Name of Business:_____
Street Address:_____
City/State/Zip:_____

County:_____

Nature of Business:_____

3) Name of Business:_____
Street Address:_____
City/State/Zip:_____

County:_____

Nature of Business:_____

NAME OF JOINT VENTURE (If applicable):_____

PRINCIPAL OFFICE ADDRESS:_____

CITY/STATE/ZIP: _____

OFFICE PHONE: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimate contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.

EXHIBIT F – JOINT VENURE DISCLOSURE AFFIDAVIT

10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of ownership by each joint venture in terms of profit and loss sharing: _____

12. The authority of each joint venturer to commit or obligate the other: _____

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the small business enterprise, the majority firm or the joint venture: _____

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
-------------	-------------	------------	--------------------------------	----------------------------------------

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE AVOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR: _____
 (Company)

Date: _____

 (Signature of Affiant)

 (Printed Name)

_____ (Company)

Date: _____

 (Signature of Affiant)

_____ (Printed Name)

_____ (Company)

Date: _____

 (Signature of Affiant)

 (Printed Name)

EXHIBIT F – JOINT VENURE DISCLOSURE AFFIDAVIT

State of _____:

County of _____:

On this day of _____, 20_____, before me, appeared _____,

_____, the aforementioned officers, personally appeared known to me to be an authorized company representative described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

Notary Public

(Notary Seal)

Signature

Commission Expires _____

EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD:\$ _____
TOTAL AMOUNT REQUISITION TO DATE:\$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period Starting Date Ending Date	
TOTALS						

Executed By: _____
(Signature)

(Printed)